



City of Santa Clara

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Agenda Report

25-872

Agenda Date: 8/26/2025

REPORT TO COUNCIL

SUBJECT

Action on Approval of (1) Second Amendment to the City Attorney Employment Agreement, and (2) Resolution Approving and Adopting the Updated Salary Plan that includes the Classification of City Attorney

BACKGROUND

The City Attorney, Glen R. Googins, has been employed by the City of Santa Clara since March 1, 2023. The initial salary for this position (Section 3.1 of the Employment Agreement) was \$345,000 per year. On December 3, 2024, the City Council approved Amendment No. 1 to the Employment Agreement that adjusted his annual base salary by 3.25% retractive to March 1, 2024, resulting in a new salary of \$356,212.50. The cost-of-living adjustment was for a 12-month rating period.

For the 2024 rating period, a facilitator was retained to assist with the performance evaluation process. Upon completion of the performance evaluation, a sub-committee comprised of three Councilmembers was formed to review the compensation for the City Attorney. As part of this review process, the Human Resources Department provided a total compensation survey which included ten other agencies in the Bay Area; wage history information for the classification of City Attorney for the surveyed agencies, population size, number of budgeted positions, and organization structure in the City Attorney's Office and for the agency's surveyed; wage history information for the classification of City Attorney in the City of Santa Clara; year-over-year Consumer Price Index; and wage increases provided to classifications represented by the Unclassified Management bargaining unit. The sub-committee discussed the compensation with the City Council in Closed Session on July 15, 2025, and August 19, 2025.

Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information and be approved by the governing body whenever they are updated or revised.

DISCUSSION

Based upon City Council direction from Closed Session on August 19, 2025, the proposed Amendment No. 2 to the Employment Agreement provides for the following changes to the City Attorney compensation:

- (1) a statement of the new salary level of \$370,461.12 (reflecting 4% wage increase), retroactive to March 1, 2025;
- (2) aligning healthcare benefits to the Unit 9 MOU effective January 1, 2025, and on an ongoing basis;
- (3) deferred compensation benefits of \$300/month consistent with the Unit 9 MOU, effective as of January 1, 2025;

- (4) modifying the performance appraisal process, which includes an automatic salary increase of 2% or applicable most recent one-year CPI, whichever is less, if the performance appraisal process is not completed on or before May 31st.

Updated Salary Plan

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body.

The City Council previously approved unclassified salary plans with revisions to other classifications effective July 1, 2025 and August 3, 2025. The salary plan included with this item includes the new salary for the position of City Attorney and those changes/additions to other classifications that were previously approved by the City Council. The attached Resolution approves the updated salary plan for the classification of City Attorney.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City Attorney's current base salary is \$356,212.50. The updated base salary under proposed Amendment No. 2 of \$370,461.12 will result in an annual increase of \$14,248.50. The ongoing annual cost of the employer deferred compensation contribution of \$300/monthly is \$3,600. The annual cost of the healthcare enhancement is \$4,745, which shall be credited to the Employee retroactive to January 1, 2025. If the corresponding lump sum retroactive payments are made during the August 31st pay period for wages and deferred compensation, the amount of such payment(s) will be \$7,672.27 and \$2,400 respectively.

Estimated total annual compensation is approximately \$564,000. This includes base salary, benefits, social security, and all pension costs (normal and unfunded liability). Department savings are anticipated to be available to absorb the additional cost impact in FY 2025/26. Adjustments to factor in the higher base salary costs will be included during the budget cycle.

COORDINATION

This report has been coordinated with the Finance and Human Resources Departments.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Approve modifications to the compensation package for the City Attorney, including (A) a cost-of-living salary adjustment for City Attorney of 4.0% retroactive to March 1, 2025, resulting in a new annual salary of \$370,461.12, (B) employer contribution to the employee's deferred compensation plan in the amount of \$300/month retroactive to January 1, 2025, (C) increase to the employer contribution for healthcare to align with the Unit 9 MOU, and (D) modification of the performance appraisal process;
2. Approve, and authorize the Mayor to sign, Amendment No. 2. to the Employment Agreement with City Attorney Glen R. Googins;
3. Adopt a Resolution updating the Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025.

Reviewed by: Aracely Azevedo, Assistant City Manager

Approved by: Lisa M. Gillmor, Mayor

ATTACHMENTS

1. Employment Agreement between the City of Santa and Glen R. Googins
2. Amendment No. 1 to Employment Agreement between the City of Santa Clara and Glen R. Googins
3. Amendment No. 2 to Employment Agreement between the City of Santa Clara and Glen R. Googins
4. Resolution Approving and Adopting Updated Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025
5. Unclassified Salary Plan (effective March 1, 2025) approved August 26, 2025

**AMENDMENT NO. 2
TO THE EMPLOYMENT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GLEN R. GOOGINS**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation ("City") and Glen R. Googins ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Employment Agreement" dated January 10, 2023 ("Agreement"); and
- B. The Agreement was previously amended by Amendment No. 1, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to herein as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement as Amended for the purpose of appointing and employing Employee as the City Attorney and associated duties, and the Parties now wish to amend the Agreement as Amended to adjust compensation and clarify procedures relating to performance appraisal and compensation.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3.1 of the Agreement as Amended, entitled "Salary" is amended to read as follows:
 - 3.1. Salary. Employee shall receive an annual salary of Three Hundred Seventy Thousand Four Hundred Sixty-One Dollars (\$370,461.12), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays, effective as of the date of Council approval of Amendment No. 2. Employee shall also receive a lump sum payment equal to a 4% salary increase retroactive to March 1, 2025, within two pay periods of approval of Amendment No. 2.
- 2. Section 3.2 of the Agreement as Amended, entitled "Adjustments" is amended to read as follows:

3.2. Adjustments. Following completion of the annual performance appraisal as described in Section 4 below, or at any other time within the discretion of the City Council, the City Council (or some subset thereof) shall meet or otherwise communicate with Employee for the express purpose of determining any appropriate salary adjustment. In determining any appropriate salary adjustment, the City Council shall take into account cost-of-living and merit adjustments provided to Unit 9, but the ultimate decision regarding the timing and the amount of any adjustment, including but not limited to cost of living, is within the sole discretion of the City Council.

3. Section 3.3(b) of the Agreement as Amended, is amended to read as follows:

(b) Except as otherwise specified in this Agreement, Employee will be eligible for, and shall receive, the benefits provided in the following identified sections of the Miscellaneous Unclassified Employees Memorandum of Understanding ("MOU") for Unit 9 as of January 1, 2025, as those sections may be renamed or renumbered. To the extent these sections vest authority to a Unit 9 member's supervisor, Department Head, City Manager or designee, such authority shall be exercised or retained by the Mayor or other council member(s) designated by City Council.

4. Section 3.3(c) of the Agreement as Amended, is amended to read as follows:

(c) On and after January 1, 2025, in the event a successor MOU includes a change to Section 7 – Health Insurance, Section 8 – Dental Insurance, and/or Section 9 – Vision Insurance, such change shall be applicable to Employee concurrent with the effective date of such change(s) for Unit 9. In the event of successor MOU changes to other benefits listed in section 3.3(b) above, the application of such changes to Employee shall be at the sole discretion of City Council.

5. Section 3.3(f) of the Agreement as Amended, is amended to read as follows:

(f) A copy of the Miscellaneous Unclassified Employees Unit 9 MOU for the period January 1, 2025 – December 31, 2028, is attached as Revised Exhibit B. The two Side Letters executed between the City and Unit 9 regarding amendments to the 2019-2024 MOU pertaining to vacation accrual and use of compensatory time off are not applicable to Employee.

6. A new Section 3.3(g) is added to the Agreement as Amended, as follows:

(g) The Deferred Compensation provision of the Unit 9 MOU for the period January 1, 2025 – December 31, 2028, attached as Revised Exhibit B, is applicable to Employee, retroactive to January 1, 2025.

7. Section 4 entitled "Performance Appraisal" of the Agreement as Amended is amended to read as follows:

4. Performance Appraisal. The City Council will make its best efforts to undertake a performance appraisal of the Employee at least once every twelve (12) months following the Employee's original date of hire. The City Council maintains discretion to conduct performance appraisals more frequently if necessary. Performance Appraisals shall be conducted annually. The process and timing for conducting the annual appraisal shall be set forth by City Council (e.g., in a Council Policy Manual section).

(a) If City Council does not complete the Performance Appraisal process on or before May 31st, then Employee shall receive a salary increase of 2% or applicable most recent one-year CPI¹, whichever is less, retroactive to March 1, of that year. This salary increase is subject to the potential for an additional increase (but shall not be subject to decrease) upon completion of the performance review process.

8. Except as set forth herein, all other terms and conditions of the Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Agreement as Amended and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: 10-09-2025


Sujata Reuter
Chief Assistant City Attorney


LISA M. GILLMOR
Mayor


GLEN R. GOOGINS
Employee

¹ Consumer Price Index for All Urban Consumers (CPI-U) for San Francisco-Oakland-Hayward